

Summary of 2025-2026 Revisions to the Marina Rules & Regulations (as of 5/1/2026)

This document is provided by the BBVCC Marina Committee for the Board of Directors' review, use and deliberations only. After BOD approval, this document can be updated and shared with Members as needed. A full red-line-strikeout (RLSO) version of the MR&R is available to aid tracking the extensive changes and comment/questions resolved by the Marina Committee.

General edits made to the Existing MR&R (rev. 25, 12/19/2024¹):

- Improve clarity/consistency, grammar, formats, fix typos, redundancy
- Reorganize rules from multiple sections into Sec 2
- Make compulsory requirements clear: “must”, “shall”, “will”
- Make guidance/voluntary items clear: “should”
- Clarify discretion: Harbormaster (and/or other BBVCC authority) “may”...

40 places with green shading indicate substantial clarifications of *existing terms, conditions, rules, or content* as to its understood intentions, existing procedures, and/or new definitions of terms that have been used but not well defined, e.g. “marina privileges”, “private docks”, etc. (list below is grouped). Previous section numbers in parentheses where changed.

1.2 Private dock applicability

1.3 Added authorities for GM, AGM, compliance officers

1.4 clarified existing definitions or added new definitions of existing terms previously undefined or needing clarification, including all fees

1.5.4 relevance of other governing rules/regs

1.7.1 RCW for impound/sale of vessel

2.1 Safety, emergency procedures, “Hot Work”, traffic, children, pets, fishing, outbound channel traffic

2.4.7 (new) Windage: seasonal vessel relocation provision

2.5.1 and 2.5.2 (4.4.1, 4.4.2) added missing ultimate consequence if vessel not made operable or seaworthy

2.5.5 (4.4.5) personnel allowed emergency access

¹ Version 26 was released March 19, 2026 to incorporate the new maximum vessel width variance request. No other changes were made, so that Version 25 remains the basis for revisions outlined in this document.

- 2.6.2 (8.3.2) added missing impound provision from RCW 88.26
- 2.10.3 (5.6.3) Shore power cord conditions for enforcement
- 2.13.5 (5.9.5) quiet hours for generator use
- 2.13.6 (NEW) long term parking guidance
- 3.1.3 Marina decals not required for tenders/dinghies or day launch users, who must use hang tags
- 3.2.1 Increased liability insurance from \$300K to \$500K per BBVCC AGM
- 4.2 Private dock owners eligible for Community Dock moorage
- 4.2.4 Bylaw 11.1 added important missing clause and sentence from the bylaw
- 4.9 (4.13) involuntary termination: added same 2-month additional fee as for voluntary termination
- 5.4 (7.4, 7.5) Launch ramp parking and day passes
- 8.1 (9.1.1) Guests may use fuel dock to refuel with own cans, or via fuel dispenser if Member present with a fuel card
- 9.1 (11.1) guest dock shore power cords and flyby usage of guest dock
- 12 Fee summary deleted: redundant and incomplete; fee definitions added and/or revised as needed in Sec 1.4

15 places with yellow shading indicate a new rule, term or definition; new fee, new fine, or new guidance. Previous section numbers in parentheses.

- 1.4 New definitions of Fairway and Human Powered Vessel Moorage Fee, New Figure 1 and 2 Marina maps
- 2.1.4 (new) fire extinguishers on all vessels and Private Docks
- 2.1.7 life jackets for kids under 12 on Community Docks: language changed from “must” to “should” (3/24/26 MC meeting)
- 2.4.5 (previous 4.3.4) Variance requests to exceed 15ft maximum width up to 17ft per BOD approval 3/19/26
- 2.5.1(previous 4.4.1) notify HM if your vessel is inoperable and for how long
- 2.5.2 (previous 4.4.2) Seaworthiness: added written notice provision to be consistent with same for Operability (2.5.1)

2.10.4 (previous 5.6.6) fine for poaching shore power from your neighbor: need to decide if a fine is more appropriate than “removing the vessel”

2.11.3 (new) tidal grid use prohibition

2.11.4 (new) Prohibition and fine for pressure washing at boat/trailer wash (already BOD approved)

4.1.4 (previously 6.1) two month minimum moorage assignments and slip verification by owners

4.2.2 second vessel moorage

4.2.3 Property owner must co-sign renter’s moorage agreement

4.2.4 Bylaw 11.1: clarification of marina privileges retained when ineligible for moorage

7 Human Powered Vessel Moorage: new section crafted in response to May 2025 proposal by Llew Johnson and Rick Whitaker

Appendix A Fines added for insufficient or expired liability insurance: \$200 initial, \$25/day until resolved (previously no initial fine, also changed “current information” to distinguish fines for insurance and registration)

Appendix A Fine deleted for Children under 12 on community docks without life jackets, see also Sec 2.1.8 language changed from “must” to “should” (3/24/26 MC meeting)

Appendix A Fines added for pressure washing (8/21/25 BOD approved): \$175 first, \$350 second offense

5/1/26

THIS DOCUMENT IS AN EXTENSIVE OVERHAUL OF THE BBVCC MARINA RULES AND REGULATIONS PREPARED BY THE MARINA COMMITTEE OVER THE PAST YEAR. IT WAS APPROVED BY THE MARINA COMMITTEE ON 4/28/26 FOR BOD REVIEW. IT IS INTENDED AS A DRAFT FOR BOD REVIEW AND DELIBERATIONS ONLY. AFTER RESPONDING TO POTENTIAL BOD COMMENTS AND BOD APPROVAL IT CAN BE SHARED FOR BBVCC COMMUNITY INPUT.

THE BASIS IS VERSION 26 OF THE BBVCC MR&R, WHICH IS THE LAST BOARD-APPROVED VERSION DATED 3/19/26. REVISIONS ARE BASED ON 2025-2026 INPUT (on version 25) FROM MARINA COMMITTEE, HARBORMASTER, GENERAL MANAGER, SEVERAL BOARD MEMBERS, AND GUESTS (LEW JOHNSON & PRIVATE DOCK OWNER SUBCOMITTEE). ADDITIONAL REVISIONS CONDENSE, SIMPLIFY, REMOVE REDUNDANCIES, FIX TYPOS, ACHIEVE CONSISTENCY, IMPROVE READABILITY AND STREAMLINE FORMATS (REDUCED BY 6 PAGES).

MAJOR CHANGES ARE OUTLINED IN A COMPANION DOCUMENT. IMPORTANT NOTE: ALL GENERAL REGULATIONS ARE NOW CONSOLIDATED IN SECTION 2 (previously in Sec 4, Sec 5 and various sub-sections).

HIGHLIGHT COLOR KEY:

YELLOW=NEW RULE, NEW TERM AND DEFINITION, NEW FEE, NEW FINE, OR NEW GUIDANCE. GREEN=EXISTING TERM, RULE, OR CONTENT THAT HAS BEEN SUBSTANTIALLY CLARIFIED AS TO UNDERSTOOD INTENTIONS, AND/OR ADDED TO DEFINITIONS, e.g. "MARINA PRIVILEGES", "PRIVATE DOCKS", ETC. To help see impact in certain cases, the existing rule text being deleted has a hard strike-through to show prior wording being deleted. These hard strikeouts will need to be deleted for finalization.

Comment balloons:

Blue shading indicates pending edits or issues that remain for MC decision/input. Unshaded balloons are FYI resolved comments.

See the complete red-line strikeout (RLSO) file version to see all the surgery!

FOR BBVCC

| | | |
|-------------------------------|--|---------------------------------|
| Revision Number: XX |  <p style="text-align: center;">BBVCC</p> <p style="text-align: center;">Marina Rules and Regulations</p> | Page 1 of XX |
| Month/Year: MM/YYYY | | Approved: MM/DD/YYYY |
| Review Cycle: Annual | | BBVCC Board of Directors |

Table of Contents

1. INTRODUCTION

- 1.1 PURPOSE OF MARINA RULES AND REGULATIONS
- 1.2 RULES AND REGULATIONS APPLICABILITY
- 1.3 AUTHORITY
- 1.4 DEFINITIONS
- 1.5 APPLICABLE GENERAL CONDITIONS
- 1.6 NOTIFICATION OF MARINA RULES AND REGULATIONS
- 1.7 ENFORCEMENT OF RULES AND REGULATIONS
- 1.8 MARINA ADMINISTRATION

2. GENERAL RULES AND REGULATIONS

- 2.1 SAFETY
- 2.2 ENVIRONMENTAL
- 2.3 SECURITY
- 2.4 VESSEL RESTRICTIONS AND DIMENSIONS
- 2.5 OPERABILITY, SEAWORTHINESS, VESSEL CONDITION, VERIFICATIONS AND EMERGENCY ACCESS
- 2.6 ABANDONED TRAILERS AND/OR BOATS
- 2.7 DISPOSAL OF TRASH AND RECYCLABLES
- 2.8 HAZARDOUS MATERIAL STORAGE
- 2.9 MARINA SLIP / DOCKS / FINGERS / PILINGS STORAGE
- 2.10 COMMUNITY DOCK SHORE POWER / WATER USAGE
- 2.11 VESSEL MAINTENANCE / REPAIRS
- 2.12 CONTRACTOR RESPONSIBILITIES
- 2.13 VESSEL OWNER RESPONSIBILITIES

3. ELIGIBILITY FOR MARINA USAGE

- 3.1 VESSEL AND TRAILER IDENTIFICATION REQUIREMENTS
- 3.2 VESSEL INSURANCE REQUIREMENTS

4. COMMUNITY DOCK MOORAGE APPLICATIONS, FEES & ASSIGNMENTS

- 4.1 APPLICATION AND SLIP CHANGE PROCESS

- 4.2 ELIGIBILITY REQUIREMENTS
- 4.3 MOORAGE FEES
- 4.4 MOORAGE WAITING LIST POLICY
- 4.5 MOORAGE ASSIGNMENTS
- 4.6 MOORAGE REASSIGNMENTS
- 4.7 SUBLEASING MOORAGE
- 4.8 VOLUNTARY MOORAGE TERMINATION
- 4.9 INVOLUNTARY MOORAGE TERMINATION
- 4.10 KEY-FOBS

5. LAUNCH RAMP USAGE

- 5.1 ELIGIBILITY
- 5.2 APPLICATION
- 5.3 FEES
- 5.4 TERMS AND CONDITIONS

6. DRY STORAGE

- 6.1 ELIGIBILITY
- 6.2 STORAGE USE RESTRICTIONS
- 6.3 SMALL CRAFT STORAGE

7. HUMAN POWERED VESSEL MOORAGE

- 7.1 VESSEL LIMITATIONS
- 7.2 MOORAGE LOCATIONS
- 7.3 MOORAGE AGREEMENTS

8. FUEL DOCK FACILITY

- 8.1 ELIGIBILITY
- 8.2 FUEL CARD APPLICATION
- 8.3 TERMS AND CONDITIONS

9. GUEST MOORAGE AND GUEST DOCK USAGE

- 9.1 ELIGIBILITY AND LIMITATIONS
- 9.2 REGISTRATION

APPENDIX A FINES FOR NON-COMPLIANCE

APPENDIX B MARINA RULES AND REGULATIONS CHANGE LOG

1. Introduction

1.1 Purpose of Marina Rules and Regulations

The purpose of these Marina Rules and Regulations (MR&R) is to describe rules and requirements that promote the safe and efficient use and operation of the Marina for Birch Bay Village Community Club (BBVCC) Marina Members and their guests. The MR&R are used to administer the Marina Privileges described herein.

1.2 Rules and Regulations Applicability

The MR&R apply to all users of the Marina and its facilities as defined herein. The MR&R govern the activities of BBVCC lot owners, renters, family members, and guests at all times when using the BBVCC Marina. All vessels, vehicles, and persons using the BBVCC Marina are subject to these MR&R, and subsequent changes thereto, as prescribed and approved by the BBVCC Board of Directors (BOD). Private Dock owners and renters of Private Docks are subject to the MR&R whether or not they have vessels moored at their Private Docks. Marina users failing to comply with the MR&R are subject to fines (Appendix A) and other penalties described herein. The MR&R are intended to comply with BBVCC governing documents and policies.

1.3 Authority

1.3.1 The Harbormaster (HM), General Manager (GM) and Assistant General Manager (AGM) are authorized to publish and enforce the BOD-approved MR&R; charge the usage, moorage and other fees, fines and penalties described herein; and require appropriate hold harmless agreements, release agreements, and evidence of insurance. The Marina fee and fine schedules are updated annually, approved by the BOD, and are available on the BBVC website. The BBVCC Marina is a private moorage facility with authority to require all vessels to provide proof of insurance, and impound, determine abandonment, and sell vessels failing to pay fees (RCW 88.26).

1.3.2 The BOD, GM, AGM and HM are authorized to change the MR&R at any time. Changes will be incorporated in a new MR&R revision, which is subject to BOD approval. The revision and change history are outlined in Appendix B.

1.3.3 The HM, GM, AGM and Compliance Officer(s) are authorized to administer the MR&R by written or verbal instruction. The HM, GM, AGM and Compliance Officer(s) will also apply generally accepted safety practices and standards if needed where MR&R are silent.

1.3.4 The HM is authorized to relocate or remove a Marina Member's vessel, or any unauthorized vessel in the event of an emergency, or if a vessel poses a significant safety risk, or for failure to comply with the MR&R. The HM will inform the Marina Member(s) or designated responsible person and prescribe a time frame for relocating or removing the vessel. Vessels may be relocated or removed at the expense of the Marina Member if such member is unresponsive within the prescribed time frame.

1.3.5 The HM, GM, AGM and Compliance Officer(s) are authorized to deny use of the

Marina and all related facilities to Marina Members, their guests and other marina users who fail to comply with the MR&R.

- 1.3.6 The HM, GM, AGM and Compliance Officer(s) are authorized to request any persons not complying with the MR&R to leave the Marina and may obtain assistance of law enforcement officers to protect property, lives, or preserve the peace.

1.4 Definitions

Marina: The entire waters of Birch Bay Village Marina and entry channel from the outer navigation marks and jetties northwards, up to the mean higher high water (MHHW) level, including all Community Docks and Private Docks, and all related facilities in Community Tracts C and E including the boat launch ramp, launch ramp dock, tidal grid, boat and trailer washing station, Fuel Dock, pump out station, Guest Dock, dry storage and vehicle parking lots. See Figures 1 and 2.

Marina Privileges: Include vessel moorage on BBVCC Community and Private Docks; use of the boat launch ramp, launch ramp dock, boat and trailer washing station, fuel dock, fuel dispenser, pump out station, Guest Dock, and dry storage facilities. Marina Privileges are granted based on meeting the eligibility requirements, paying the related fees, and complying with the MR&R.

Marina Member: A BBVCC Member in Good Standing who owns a lot or house, or rents a house in the BBVCC and who has paid the appropriate fees for: Marina Usage, Moorage, or Dry Storage.

User: Marina Members and their family members and guests, renters of Private Docks, or other persons authorized to use the Marina.

Vessel: Means every watercraft used or capable of being used as a means of transportation on the water. "Vessel" includes any trailer used for the transportation of watercraft (RCW 88.26). The MR&R specify provisions pertaining only to Small Craft where appropriate.

Guest Vessel: A Vessel that is owned by a guest of a Marina Member, or guest of a BBVCC member or house renter that is not a Marina Member.

Commercial Vessel: Any Vessel actively or currently engaged in any type of business or commercial activity, such as commercial fishing or charter service or any usage of a personal vessel for charter service.

Small Craft: Human or sail-powered vessels suitable for storage in BBVCC-provided racks, and/or moorage in designated Marina locations not reserved for larger vessels.

Community Docks: Main walkways, ends and fingers of A, B, C, D, and E docks that have slips leased to Marina Members. See Figures 1 and 2.

Finger: Lateral piers attached to a Community Dock. Fingers may provide one or more slips depending on Vessel Length.

Slip: A moorage space assigned to accommodate one vessel on a finger or Community Dock end.

Fairway: The waters between adjacent Community Docks, the waters between Private Docks and adjacent Community Docks, and the waters between Private Docks.

Hull Length: The straight-line measurement of a vessel's structural, molded hull from the forward-most point of the bow to the aftermost point of the stern. Hull Length includes integral, non-removable parts like bulwarks, deck/hull joints, and permanently attached swim platforms that are part of the molded structure, but excludes detachable parts like pulpits, bowsprits, anchor rollers, rudders and detachable swim platforms (ISO 8666).

Vessel Length: Overall length of a vessel which includes Hull Length and all bow and stern overhangs such as anchors, bowsprits, swim steps, dinghy davits, and outdrives/outboard motors in raised positions.

Billable Vessel Length: For Community Dock Moorage Fees, the Billable Vessel Length is the Vessel Length plus three feet, or the entire Slip/Finger offered for moorage.

Private Docks: All docks and their appurtenances in the Marina associated with lots in Divisions 6, 10 ("Rausch Cove"), and 15A.

Harbormaster (HM): A BBVCC employee assigned by the General Manager to manage all aspects of the Marina and administer the MR&R. The Harbormaster reports directly to the General Manager and has full authority by the BOD to enforce the MR&R, including issuing citations and fines described in the MR&R.

Seaworthy: A Vessel is Seaworthy if its hull, keel, decking, cabin and mast(s) are structurally sound and generally free from dry rot, corrosion, or other defect or deficiency that could render the vessel unsafe.

Operable: A Vessel is Operable if it is able to maneuver safely in the Marina under its own power, whether it is sail or engine powered. Sailboats shall be Operable in the Marina.

Marina Usage Fee: An annual fee required to be paid by every Marina Member for each Vessel for the privilege of using the Marina. This fee includes unlimited launch and retrieval privileges for the Vessel identified in the application. This fee is required for Private Dock owners with vessels, and those users who rent vessel moorage directly from a Private Dock owner. This fee is not required for Private Dock owners that do not have boats at their dock. Annual Moorage Fees for Community Dock slips are paid separately.

Moorage Fee: A fee paid by a Marina Member for the privilege of mooring their vessel at a Community Dock for the entire year or a portion of the year subject to the moorage agreement terms.

Dry Storage Fee: A fee paid by a Marina Member for the privilege of storing their vessel and/or its trailer in a designated stall in the dry storage area subject to the terms of the dry storage agreement.

Small Craft Storage Fee: A fee paid by a Marina Member for the privilege of storing their small craft (e.g., kayak or canoe) on a rack in one of the designated storage areas subject to the terms of the storage agreement.

Human Powered Vessel Moorage Fee: A fee paid by a Marina Member for the privilege of mooring their human-powered small craft in a designated Community Dock location for the entire year subject to the terms of the agreement.

Resident Launch Fee: A fee for a one-time launch and retrieval of a registered vessel in lieu of

an Annual Marina Usage fee. The launch and retrieval must occur within a 24-hour period.

Guest Launch Fee: A fee for a one-time launch and retrieval of a vessel owned by a guest of a Marina Member, BBVC member or house renter. The launch and retrieval must occur within a 24-hour period.

Guest Moorage Fee: A daily fee paid by a guest of a Marina Member, BBVCC member or house renter for moorage on the Guest Dock, or paid by a BBVCC member that is not a Marina Member.

Guest Dock Power Fee: A daily fee for Guest dock power usage.

Guest Dock: The southern 150 feet of dock abutting the Fuel Dock and E dock. See Figure 1.

No Wake: A motor driven Vessel operating at “idle” or just enough speed to maintain control of the vessel while not making a wake, but not exceeding 5 MPH.



Figure 1 Overview Map of BBVCC Marina and Key Facilities



Figure 2 Parking, Launch, Trailer Wash, and Dry Storage Areas

1.5 Applicable General Conditions

1.5.1 All users of the Marina do so at their own risk. No warranty or representation is made by BBVCC concerning the condition of Marina facilities, including but not limited to the docks, piers, floats, fingers, decks, cleats, power or water service, gates, launch ramp facilities, fueling facilities or fuel quality or the suitability or appropriateness of any of the above to the needs or requirements of any Marina user.

1.5.2 No warranty or representation is made by BBVCC concerning the depth, condition or any other aspect of the Marina basin, channel or surrounding area or approaches.

1.5.3 All users of the Marina or any facility appurtenant or related thereto, by virtue of such use, agree to indemnify BBVCC with respect to any claim, damage or injury suffered by any person or to any property, including damage to BBVCC facilities or structures or to the person or property of Marina user, user's guests, agents, officers, directors or invitees and further agrees by virtue of such use to hold harmless BBVCC from any such claim by any person or entity, which

claim, damage or injury arises from or is in any way related to the user's use of the Marina or related or appurtenant facilities.

1.5.4 Marina Rules and Regulations are subordinate to and /or conditioned by other rules and regulations, including, but not limited to, BBVCC bylaws and covenants, statutes of governing entities (Whatcom County, Washington State, Federal), and U.S. Coast Guard Regulations.

1.6 Notification of Marina Rules and Regulations

Marina Members are responsible to obtain a copy of the BBVCC MR&R from the BBVCC Office, and fully understand the contents and requirements. The MR&R are also available online at the BBVCC website (bbvcc.com). A Marina Member's signature on the application for Marina usage constitutes an acknowledgement that the Marina member, their family members and guests, and renters of Private Docks will abide by the current MR&R.

1.7 Enforcement of Rules and Regulations

1.7.1 Marina Members who fail to comply with the MR&R or the terms of applicable moorage/storage agreements are subject to penalties, including but not limited to moorage and dry storage agreement termination, fines (Appendix A), removal of their Vessel and/or equipment, and impoundment and/or sale of their Vessel and/or equipment (RCW88.26.020).

1.7.2 Marina Members and other users not complying with the MR&R will be notified by the HM or Compliance Officers, who will describe the infraction, related penalty and fine for each non-compliance item (Appendix A). Marina Members are responsible for the conduct of their guests and family members within the Marina.

1.7.3 Fines and charges for the impoundment and / or removal of a Member's vessel will be assessed against the owner (s) of the vessel and / or the property owner in the event the vessel is owned by a guest or house renter.

1.7.4 All fines are due upon receipt. If fines are not paid they may be doubled or otherwise escalated at the rates listed in the fine schedule. In addition, a property lien may be obtained, with related charges and an administrative fee added to the amount owed.

1.8 Marina Administration

1.8.1 The HM is responsible for Community Dock maintenance and repair, fee collection, community dock and guest moorage assignment, dry storage assignment, and other daily administrative functions as directed by GM.

1.8.2 The Marina Committee is an oversight group for BBVCC members, concerning the operation and maintenance of the Marina. The Marina Committee advises the BOD, HM, GM and AGM on suggestions and policy changes that may become necessary for continued safe and efficient Marina operation.

1.8.3 The BOD, GM, AGM, HM and the Marina Committee will respond to valid suggestions or complaints from Marina Members. Marina Members should

submit their suggestions or concerns in writing to the HM, or present their suggestion or concern at a monthly meeting of the Marina Committee.

2. General Rules and Regulations

The following rules and regulations apply to the entire Marina, including Private Docks except where noted.

2.1 Safety

2.1.1 Emergencies: Contact 911 to report emergencies such as fire, injuries or medical emergencies. After contacting 911, immediately notify the BBVCC Main Office at 360-371-7744. For all other emergencies such as a vessel taking on water, or potentially emergent issues, contact the owner or emergency contact listed on the vessel's contact card, then call the Dock Captain and HM.

2.1.2 Fueling: Fueling any vessel using portable containers is only allowed at the Fuel Dock.

2.1.3 Fire Safety: "Hot Work" is prohibited in the Marina (Hot Work includes but is not limited to all types of welding and spark-generating metal cutting and grinding. The use of portable seafood cookers, and barbecue grills is prohibited on the Community Docks, Guest Dock and on vessels moored at these locations. See NFPA 303.8.2.6.

2.1.4 Fire Extinguishers required: All vessels moored within the Marina with fuel onboard shall be equipped with a currently certified fire extinguisher. Community Docks include fire extinguisher stations maintained by BBVCC staff. Private Docks shall be equipped with a currently certified fire extinguisher.

2.1.5 Accident Reporting: A Marina user that accidentally contacts another's vessel must immediately report the incident to the owner or emergency contact listed on the vessel's contact card, or by contacting the HM, GM or AGM. Failure to report a vessel accident may incur a fine and may result in loss of Marina Privileges.

2.1.6 Speed limit for vessels in the Marina is No Wake. Vessels exceeding the speed limit in the Marina are subject to fines and penalties.

2.1.7 Outbound Traffic has Right of Way: because the Marina entry channel is narrow, all vessels entering the Marina must give-way to an outbound vessel and remain seaward of the outer navigation marks until safe passage is possible.

2.1.8 Children: While on Community Docks, children under twelve (12) years of age should be accompanied by an adult and should be wearing a U.S. Coast Guard approved life jacket at all times.

2.1.9 Pets: While on Community Docks, all pets shall be directly under the control of the owner at all times.

2.1.10 Swimming is prohibited throughout the Marina, except for divers servicing vessels.

2.1.11 Fishing is prohibited throughout the Marina, except children may fish from the Guest Dock and Private Docks.

2.1.12 Skateboards, bicycles, roller-shoes, etc. are prohibited on the Community Docks, Fuel Dock and Guest Dock.

2.2 Environmental

2.2.1 Hazardous Material Spills such as oil, diesel, gasoline, hydraulic fluids, paints, solvents, anti-freeze, etc. must be reported immediately to the HM during normal business hours, or after hours or weekends reported to the Main Gate at 360-371-7644. The HM will report to the US Coast Guard when necessary. Vessel owners are responsible for their own environmental cleanup and any costs incurred by BBVCC. Use of liquid soaps or soap sprays is prohibited by law and is punishable by a government fine of up to \$10,000.

2.2.2 Discharge of Sewage from marine heads or holding tanks into Marina waters is prohibited.

2.2.3 Maintenance Activities: During vessel maintenance and repairs the discharge of debris, paint scrapings, waste liquids, and hazardous materials to Marina waters is prohibited.

2.2.4 Disposal of Waste Engine fluids: Used oil, waste fuel, engine fluids and other hazardous materials must not be disposed of in Marina garbage or other BBVCC garbage. Marina Members are responsible for all hazardous material disposal; nearby locations include the Sanitary Service Company Birch Bay Drop Box and the Whatcom County facility near the Bellingham Airport.

2.3 Security

2.3.1 Access Gates: Community Dock gates must remain closed when not in active use. Gates must not be propped open or otherwise held open for longer than normal loading / unloading.

2.3.2 Unauthorized Vessels in the Marina are subject to immediate removal from the Marina.

2.3.3 Crimes or suspicious activities shall be reported immediately by calling 911, and then contact the BBVCC Main Office at 360-371-7744.

2.3.4 Conduct: All Marina Members, users and guests are expected to conduct themselves in a manner that does not disturb or create a nuisance to others.

2.4 Vessel Restrictions and Dimensions

2.4.1 Marina moorage is for pleasure boats only; no commercial vessels or commercial activity is permitted in the Marina.

2.4.2 Liveaboards are not permitted in the Marina; the maximum number of overnight stays in the Marina is 14 days each calendar month unless extended by the HM.

2.4.3 Vessels that present hazards to other vessels, the docks and related facilities, or individuals are not permitted in the Marina.

- 2.4.4 The maximum length of a vessel allowed in the Marina is limited to fifty feet (50) Hull Length.
- 2.4.5 Vessels must not have an excessive beam that would interfere with the reasonable and safe use of adjacent moorage. Further, a vessel may not occupy (or have lines extend) more than 50% of the width between Community Dock fingers and must provide safe passage between boat hulls. For vessels moored in Community Dock double slips (two slips same side of a finger), maximum vessel width must not exceed 30% of the width of the horseshoe (so that inside slip vessels may maneuver around outside slip vessels). No vessel greater than 15 feet wide will be allowed moorage in the Marina. An existing or prospective Marina Member may request a variance for Community Dock moorage of a vessel that exceeds the maximum width limitation up to seventeen (17) feet. Any variance is subject to HM, GM and MC review, approval, and appropriate slip availability. If a variance is granted the vessel must comply with all other requirements of the MR&R.
- 2.4.6 Vessels including all overhangs and attached equipment must not extend beyond the end of the finger or dock into the fairway, or extend over the main dock walkway.
- 2.4.7 Vessels with significant windage (hull freeboard, deckhouse and flybridge) that have been assigned Community Dock end ties and adjacent horseshoes may be relocated to shoreward slips in early Fall through the Winter to reduce loads on pilings during wind storms. The HM will coordinate these moorage reassignments with the Marina Member and specify the timeframe for relocating their vessels to their original slip assignments.
- 2.4.8 The HM may measure Community Dock vessels and will adjust moorage fees accordingly. The HM will notify and work with Marina Members to rectify the situation if their vessels are found to exceed the above requirements.
- 2.4.9 Any Community Dock vessel deemed too large or too small for its slip may be relocated to a slip of more appropriate size if space is available. Moorage fees will be adjusted accordingly.
- 2.4.10 If additional Community Dock slips on the same finger are desired for other Marina Member's vessels or for convenience, these will be considered through the wait list process.

2.5 Operability, Seaworthiness, Vessel Condition, Verifications and Emergency Access

Vessels, moored in the Marina or located in the dry storage yard, must be operable, seaworthy and maintained in an acceptable condition.

- 2.5.1 **Operable Vessel:** If a vessel will be inoperable due to maintenance, repair or other need, owners should inform the HM and provide the date(s) and duration of expected inoperability. Otherwise, if a vessel appears inoperable, the HM may require a demonstration of the vessel's operability. The HM may repeat this request to test vessel operability as needed. The HM will provide a written notice to the vessel's owner requiring such a demonstration within two weeks,

or be subject to fines. When a vessel is found to be inoperable, the owner shall have thirty days (30) to make repairs and demonstrate its operability. If after thirty days (30) the vessel is still not operable, the moorage or storage agreement may be terminated. An additional thirty days (30) may be granted to complete repairs if the vessel owner has, in the opinion of the HM, made substantial progress toward completion of repairs. **If the vessel is not returned to an operable condition, the vessel must be removed from the Marina or it may be impounded and Marina Privileges may be revoked.** If the subject vessel is removed from the slip for repairs, the HM may sublease the slip until the vessel is returned in an operable condition.

- 2.5.2 Seaworthy Vessel:** **If a vessel appears unseaworthy, the HM will provide a written notice to the vessel's owner requiring a response within two weeks, or be subject to fines.** If a dispute over the seaworthiness of a vessel arises, the HM may seek the opinion of a qualified independent Marine Surveyor at the vessel owner's expense. If a determination is made that a vessel is unseaworthy, the owner shall have thirty days (30) to return it to a seaworthy status.

If after thirty days (30) the vessel is determined to still not be seaworthy, the moorage or dry storage agreement will be terminated. An additional thirty days (30) may be granted to complete repairs if the vessel owner has, in the opinion of the HM, made substantial progress toward completion of repairs. **If the vessel is not returned to a seaworthy condition, the vessel must be removed from the Marina or it may be impounded and Marina Privileges may be revoked.**

If the subject vessel is removed from its slip for repairs, the HM may sublease the slip until the vessel is returned in a seaworthy condition.

- 2.5.3 Vessel Condition:** A vessel that is poorly maintained, badly deteriorated or likely to damage others' property is subject to corrective actions. The HM will provide a written notice to the vessel's owner identifying issues and requiring corrective actions to be completed within two weeks, or be subject to fines. If the vessel owner is not available, or refuses to act upon this notice, the HM (with BOD concurrence) may require the owner to remove the vessel and pay any remaining balances.

- 2.5.4 Inspection of Vessel and Appurtenant Items:** Vessels and their appurtenant items (dock boxes, boarding steps, trailers) must be maintained in good condition and not pose a hazard to BBVCC property or other vessels or facilities. Deficient items may be denied permission to remain in the Marina.

Upon request from the HM, the vessel's owner must grant permission for an inspection of their vessel or appurtenant item to determine compliance with the MR&R. Failure to grant permission may result in termination of the moorage or dry storage agreement.

- 2.5.5 Emergency Access:** Vessel owners **shall allow the HM, Dock Captains, or Fire Department to board their vessels without notice if their vessel appears to be taking on water, has broken mooring lines, or shows other signs of distress.** The HM, Dock Captains and Fire Department personnel may take Good Samaritan

actions intended to reduce damage to the owner's vessel, other vessels, or Marina property; such boarding does not construe liability or bailment towards BBVCC.

2.6 Abandoned Trailers and/or Boats

2.6.1 Trailers and/or boats left in the Marina or dry storage area without the payment of appropriate annual fees are subject to late fees and interest and may be considered abandoned if fees are not paid.

2.6.2 The owner will be notified and notice will be posted on the trailer and/or boat. If fees have not been paid within fifteen (15) days of notification, the trailer and/or boat may be locked/impounded. If fees have not been paid within 45 days of notification, the boat/trailer may be considered abandoned, subject to legal proceedings and may be sold according to RCW 88.26.020. All storage impounds, and legal costs will be the responsibility of, and charged to, the owner(s). Costs associated with a private impound will be paid when the items are sold by the BBVCC and / or may be assigned as lien against the owner's property.

2.7 Disposal of Trash and Recyclables

The trash containers provided at the Marina are for the waste generated directly from Marina Members' vessels only. Hazardous materials (e.g. oil, waste fuel, paint, solvents, etc.) shall not be discarded in the trash containers or left in the area of the containers. Recyclable waste must be taken home for recycling. Depositing household trash or any other trash is prohibited and subject to a fine (see BBVCC General Rules and Regulations Schedule of Fines).

2.8 Hazardous Material Storage

Storage of hazardous material, including oil and fuel, is not allowed on the Community Docks, Private Docks, or trailer parking areas. This also includes storage of hazardous and flammable materials in dock boxes and boarding steps.

2.9 Marina Slip / Docks / Fingers / Pilings Storage

2.9.1 Marina Members shall not install cleats, dock boxes, rollers, rub rail or other accessories on Community Docks or pilings. Moorage tenants may provide their own dock boxes, but all other items must be purchased from the approved list, or otherwise be approved by the HM. Additional cleats and all other approved accessories will be installed only by BBVCC maintenance staff and related fees will be billed to the Marina Member. Moorage tenants shall sign a form acknowledging compliance with this regulation.

2.9.2 Community Docks and fingers must be kept clear at all times. Docks / fingers shall not be used for storage of dinghies, crab traps, shrimp pots, marine equipment, or other materials. Non-compliance will result in a single warning and if not corrected within 72 hours will result in a fine (see Appendix A).

2.9.3 Abandoned items on the Community Docks/fingers will be removed by the HM if attempts to contact the tenant have been unsuccessful. Removed items will be

stored in the maintenance shop area for up to 30 days and will be sold or discarded afterwards. The moorage tenant is responsible for associated disposal fees.

2.9.4 Boarding steps are permissible on Community Dock fingers but must not be fastened to the finger. Boarding steps are not allowed on the main dock walkways. Boarding steps shall not exceed half the width of the finger and must not damage the finger or decrease its buoyancy.

2.9.5 Homemade dock boxes, corner plates, corner storage platforms, or cross timbers (main dock to finger) are not permitted on the Community Docks.

2.9.6 If Community Dock moorage space allows, floats for storing dinghies/tenders, crab traps and other allowable items are permissible but must only be tied to the finger / main dock (no mechanical fasteners allowed). Such floats must not extend into the adjacent slips or fairways and must be maintained in good condition.

2.10 Community Dock Shore Power / Water Usage

2.10.1 All shore power users are required to register for automatic payments of shore power usage fees as specified in the Annual Fee Schedule.

2.10.2 All vessels connecting to Marina shore power pedestals shall first be tested for AC current leakage within the vessels electrical system, as well as AC current leakage into the surrounding water. Current leakage within the vessel must be 15 milliamps or less. Current leakage from shore power into the water must be 5 milliamps or less. The current leakage test results will be documented and placed in the Marina Member's file.

2.10.3 All shore power connections must be made with cords and adapters meeting ABYC standards and be in good condition. A 30-amp marine shore power cord with grounded plug connection is the only power cord allowed for use in the Marina. **Cords and connectors that are in poor condition, have corroded or burned connectors, inadequate repairs, or that are overheating are not allowed; continued use after a warning is subject to fines and penalties.**

2.10.4 Shore power cords must be secured so that they do not hang in the water, extend across the dock/finger, create a trip hazard, or cause damage to outlets and pedestals. Moorage tenants must use only the shore power outlet number assigned to their vessel are responsible for all Shore Power Usage fees. Using another vessel's shore power outlet is not allowed and **is subject to fines and other penalties.** ~~Violators may be removed from the Marina.~~

2.10.5 The HM may disconnect any shore power cord not meeting the foregoing requirements and may discontinue electrical service. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the vessel owner's sole risk. The owner expressly authorizes the HM to disconnect any unsuitable shore power cord and releases BBVCC from any claims resulting from such action. The vessel owner will be notified if it is necessary to unplug their vessel's shore power cord.

2.10.6 Water hoses must be stored so as to prevent trip hazards and damage to the water distribution system. Hoses only be hung on shore power pedestal brackets, not on fire extinguisher or water hose cabinets. Modification of the dock water distribution system is prohibited.

2.10.7 Conservation of water is the vessel owner's responsibility. When water is not in use turn off faucets and drain hoses. During the winter months, November through February, BBVCC maintenance will turn off the dock water system and disconnect all hoses.

2.11 Vessel Maintenance / Repairs

2.11.1 Normal maintenance and repair activities (i.e. sanding, varnishing, painting, waxing, washing, etc.) are allowed in the Marina. However, per Section 2, all necessary steps must be taken to ensure that waste materials or their fallout do not enter the waters of the Marina. Non-compliance may result in fines from the Washington Department of Ecology (WDOE).

2.11.2 Vessel owners are responsible for any and all damage caused either to their own property, to another Marina Member's property or to BBVCC property caused by any activities or work performed on their respective vessels by the owner or their designee. Damage to another Marina Member's property or BBVCC property must be reported to the HM immediately.

2.11.3 Use of the tidal grid for vessel repair and maintenance is prohibited.

2.11.4 Use of pressure washers at the boat/trailer washing station is prohibited and subject to a fine (Appendix A).

2.12 Contractor Responsibilities

2.12.1 All contractors performing work within the Marina must register with the BBVCC office. The Marina Member is responsible for notifying the HM that a contractor will be working on their vessel, and also notifying the contractor that they must register at the office.

2.12.2 Contractors, their agents and employees are responsible for all activities they conduct on BBVCC property or on vessels moored in the Marina. Contractors shall comply with the MR&R and applicable County, State, Coast Guard, BBVCC, and other applicable regulations.

2.12.3 Contractors shall remove all materials and debris from docks, fingers, gangways, and surrounding areas daily, and shall not, by their activities hinder or endanger the passage or activities of Marina members or guests. Contractors shall not dispose of bulky waste items or waste fluids in the trash containers.

2.12.4 Access gates must not be left open.

2.13 Vessel Owner Responsibilities

2.13.1 Vessel owners and operators are responsible for protection of their vessel and trailer, including adequate lines, fenders, and space to protect docks and adjacent vessel(s) and / or trailer. For mooring: sufficient mooring lines shall be deployed at all times to provide proper moorage of the vessel.

- 2.13.2 Other Marina Member responsibilities and obligations are defined in the Moorage Agreement, updated and signed by the Marina Member.
- 2.13.3 Actions of guests and family are the responsibility of the Marina Member.
- 2.13.4 Should any damage, other than normal wear and tear, be done to any other vessel or a Marina facility, for any reason, by a vessel or vessel operator, such person shall be liable.
- 2.13.5 Vessel owners shall secure all lines and equipment that may cause noise such halyards and other loose lines or equipment. Generator use is limited to 7AM to 7PM per the BBVCC general rules and regulations. Repeat offenders may be fined or be subject to other penalties.
- 2.13.6 Parking spaces near Community Docks C and D are limited to day use; vehicles should be parked near Community Docks A and B for longer terms. See Fig. 2.
- 2.13.7 The posting of signs for the sale of a vessel must not be larger than 12 in x 18 in. The sign must be posted only on the vessel and must not be higher than 5 ft. above the deck.

3. Eligibility for Marina Usage

3.1 Vessel and Trailer Identification Requirements

- 3.1.1 All vessels and trailers using the Marina require proof of ownership in the form of a current official title or registration in the name of the Marina Member, user or guest. A copy will be kept on file at the BBVCC office for current Marina Members. Washington State registration is not required for vessels less than 16ft long with less than a 10hp motor.
- 3.1.2 Marina decals must be obtained and applied on vessels and trailers prior to using the Marina each year or immediately after payment of usage fees. Decals must be displayed in a visible location on the vessel and on the port side tongue of trailers. Decals from prior years must be removed or obscured by current decals. Marina decals will only be issued when the current title or current registration and current insurance documents are provided and applicable fees are paid.
- 3.1.3 Marina Decals must be on display at all times while using the Marina. A vessel or trailer found using any Marina facility without current Marina decals displayed may be fined and subject to further penalties (see Appendix A). Marina decals are not required for tenders/dinghies and day-launch vessels of residents and guests, who must instead display temporary launch hang tags on their vehicles.
- 3.1.4 All vessels moored at the Community Docks shall display an emergency contact card clearly visible at all times, with Member name(s) and an emergency contact name and phone number. It is the responsibility of the vessel owner to keep the information current.
- 3.1.5 Marina Members must designate a person(s) responsible for their vessel while

absent. This person should be able to respond within an hour in the event of a vessel emergency.

- 3.1.6** All vessels using the Marina must comply with Washington State and/or Canadian requirements for displaying registration numbers and current decals. State and Federal agents are authorized to inspect vessels at any time for proper registration and identification. Failure to provide current registration information may result in fines and further penalties.

3.2 Vessel Insurance Requirements

- 3.2.1** All owners of vessels using the Marina must present proof of current liability insurance and agree to maintain such insurance coverage at all times while using Marina facilities. **If the following minimum required liability insurance is not maintained the vessel must be removed from the Marina immediately: \$300,000 for unregistered small craft, \$500,000 for all registered vessels (effective upon 2026 policy renewal for existing tenants).**

- 3.2.2** Vessel insurance must list “Birch Bay Village Community Club” as Additional Insured and / Additional Interest and / “To Notify”. Failure to keep current insurance on file at any time may result in fines and further penalties.

4. Community Dock Moorage Applications, Fees & Assignments

4.1 Application and Slip Change Process

The HM maintains a list of occupied / unoccupied Community Dock moorage space, a waiting list for parties desiring moorage, and a slip change list for Members wishing to change their assigned moorage location.

- 4.1.1** Requests for Annual or Monthly Moorage, or slip changes shall be submitted to the HM. For vessels registered as a partnership the application shall designate the partner responsible for moorage payments. The Vessel owner on the title must be a BBVCC member in Good Standing. Applicants will be informed when accepted and placed on the waiting list if necessary. Applicants are responsible for keeping the HM informed of their current address, telephone number, and e-mail address.

- 4.1.2** The applicant or designated individual has seven (7) working days to accept an offered moorage. If the applicant or designated individual does not respond within seven (7) days from the date of the initial offer, it will be considered a refusal of the offer and the applicant will be passed over but retain their place on the waiting list.

- 4.1.3** After three (3) refusals of suitable moorage the applicant’s request will go to the bottom of the waiting list.

- 4.1.4** Monthly moorage assignments are based on slip size available at the time of request, **with a minimum of a two-month moorage assignment and related fees. Applicants are responsible for verifying that slip assignments meet their needs before arriving with their vessels.** The HM may reassign or cancel new moorage agreements where vessels differ substantially from application information or if

vessels do not meet other MR&R requirements.

- 4.1.5 A first-time applicant who does not currently own a vessel has 90 days from the time of payment of the moorage fee to provide evidence of their vessel ownership (title or registration) and proof of liability insurance of at least \$500,000. The HM can extend the 90-day period for extenuating circumstances.

4.2 Eligibility Requirements

BBVCC members in good standing, including Private Dock owners, or house renters are eligible for Community Dock moorage through the above process but are subject to the following criteria:

- 4.2.1 Applicants for Community Dock moorage must take and receive a passing score on the online Marina Safety Orientation Course.
- 4.2.2 Applications for a second vessel moorage assignment may be granted to current Community Dock tenants if space is available. However, second vessel moorage is subject to termination at the end of the annual moorage agreement if another applicant wait-listed for new moorage has accepted the related slip assignment.
- 4.2.3 BBVCC house renters shall have a rental agreement on file in the BBVCC office that is valid for the duration of the year for which moorage is sought. The property owner must co-sign their renter's moorage application and moorage agreement. Property owners are ultimately responsible for their renter's obligations including but not limited to costs of damage repair and incident response incurred by the BBVCC on behalf of renters. Upon termination of their house rental agreement, the renter shall immediately remove their vessel from the Marina. House renters, who move directly to a BBVCC house that they purchase, or purchase a BBVCC lot, may retain their assigned moorage.
- 4.2.4 Per BBVCC Governing Documents, any Member renting, leasing, or allowing another or others to occupy his/her residence shall be deemed to have assigned membership privileges to use the Common Areas (e.g. Marina) to the tenant. Once the owner assigns these membership privileges to their house renter, such owner shall no longer be entitled to the use of the amenities or facilities, except that an Owner, in addition to the renter, may be allowed to have Marina privileges Community Dock Moorage if there is no Moorage Wait List as of January 1st of any given year. In the case that there is no moorage wait list on January 1, Owners of property who have renters will become eligible for Community Dock moorage Marina privileges until the following January 1st, subject to availability. If there is a Moorage Wait List as of January 1 of any given year, then the Owner has no Marina privileges as they are relinquished to the renter along with other privileges to use of the amenities or facilities described above is not eligible for Community Dock moorage that year. An Owner renting their property may retain the other Marina Privileges described in the MR&R to the extent they are not subject to priority availability, including monthly moorage.

4.2.5 Usage of a slip may be transferred by the Marina Member to another BBVCC Member who purchases their vessel. The vessel's seller shall notify the HM of a sale within ten (10) working days, and such notification shall include the buyer's name and contact information. Seller's failure to provide prompt notification may result in loss of Marina Privileges. The vessel buyer must apply for moorage prior to completing the transaction.

4.2.6 Upon death, Marina Privileges transfer to a spouse, other family members or executor of the estate for up to 6 months or until the expiration period for the current agreement and Marina fees paid, whichever is longer.

4.3 Moorage Fees

4.3.1 Annual moorage fees are billed in January each year and cover the period from January 1st – December 31st. Annual and monthly Moorage fees are established by the BOD, and based on Billable Vessel Length or the entire length of the finger (see Definitions). Approved annual moorage fee payment terms and late fees will be specified in the BBVCC Annual Fee Schedule.

4.3.2 If the annual moorage fee is not paid by March 1st vessels may be impounded; with costs recovered by a lien on the vessel and/or the Marina Member's lot or other property.

4.3.3 Monthly moorage fees are payable upon assignment and go into effect immediately (no holds). Monthly moorage fees cover the entire month and are not prorated for partial months.

4.4 Moorage Waiting List Policy

The Community Dock moorage waiting list is available at the office, listing the date the applicant requested moorage or a change of slip assignment. The HM maintains a list of occupied / unoccupied moorage space, a waiting list for those desiring moorage, and a slip change list for those wishing to relocate their moorage assignment. BBVCC members have priority over BBVCC house renters (non BBVCC members) desiring moorage. Once a house renter has been assigned a slip, they will retain the slip (providing all eligibility requirements are continued) regardless of BBVCC members on the waiting list. (Members who currently have a moorage assignment but who want to relocate to another slip of similar size have priority over new applicants. Members wishing to add moorage for a second vessel have lowest priority.

4.5 Moorage Assignments

4.5.1 All slip assignments will be made on a first-serve basis depending on the size of the vessel in relation to the slips available as well as the applicant's position on the waiting list. After a moorage assignment has been accepted by an applicant, the vessel must be moored within ninety (90) days of slip assignment and payment (unless, at the discretion of the Harbormaster, an extension is granted due to inclement weather or other extenuating circumstances), or the moorage will be terminated without refund of paid fees.

4.5.2 For monthly moorage assignments, vessels must vacate the Marina by the date specified in their moorage agreement. Community dock access will be

deactivated at the end of the agreement.

4.6 Moorage Reassignments

4.6.1 Under special circumstances it may be necessary to require relocation of a vessel. The HM will, when feasible, provide 30 days' notice. In such cases where the relocation is not related to the size of the vessel, should the new slip be larger than the original slip, the HM shall waive the cost difference for the timeframe involved.

4.6.2 In cases where the Marina member has requested and received slip reassignment, the moorage fee will be adjusted to reflect the new slip length.

4.6.3 Marina members who change vessels and wish to increase or decrease the size of slip, or wish to relocate for other reasons, should notify the HM. For those wishing to increase or decrease the size of their slip, the procedure will be the same as for new moorage (Section 4.1) and subject to the Wait List policy. An exception at the discretion of the Harbormaster is where the member already pays for the entire finger and their larger vessel will not exceed the maximum vessel dimension limitations specified herein.

4.7 Subleasing Moorage

Only vessels with moorage agreements may be moored in their assigned slips. Only the HM can re-assign a Marina Member's slip to sublease to another Marina Member's vessel. If a Marina Member expects their slip will be vacant and available for subleasing, they should provide the HM with the available dates. If a sublease opportunity is available, the HM may elect to fill the vacancy with a sublease, will notify the tenant, and will issue a prorated refund of annual moorage for the period of the sublease.

4.8 Voluntary Moorage Termination

If a Marina Member voluntarily terminates their annual moorage agreement before its expiration, fees for the unused period may be prorated. An additional two month's moorage fees will be added to the period that the slip was used to allow time for the HM to fill the vacant slip. To avoid abuse of the prorated rate, Marina Members are allowed one pro-rated refund every three years for voluntary termination. Vessels and trailers must be removed from the Marina prior to terminating a moorage agreement or BBVCC membership. The vacating Marina Member must pay any fuel and Shore Power fees owed prior to moorage agreement termination.

4.9 Involuntary Moorage Termination

When moorage is cancelled as a penalty for non-compliance with MR&R, the member's vessel (and trailer if applicable) must be removed from the Marina or dry storage area within 30 days' notice of cancellation. An additional two month's moorage fees will be added to the period that the slip was used to allow time for the HM to fill the vacant slip. Usage, Moorage and dry storage fees already paid are not refundable and all unpaid fees and fines must be paid.

4.10 Key-Fobs

The key-fobs used for unlocking Community Dock gates are also used for accessing other

BBVCC facilities as authorized. Key-fobs assigned to BBVCC members and renters will be activated to allow Community Dock access for the period of the moorage agreement and will be deactivated upon expiration of the agreement. One key-fob will be issued free of charge per household. Additional key-fobs or the free Brivo smartphone application can be acquired.

5. Launch Ramp Usage

5.1 Eligibility

5.1.1 Usage of the launch ramp is available to Marina Members, BBVCC members and BBVCC house renters in good standing, and their guests who meet application criteria, pay the launch fees, and provide vessel ownership, registration and insurance information. House renters must have a current rental agreement on file to qualify for launch ramp usage privileges.

5.1.2 An application must be submitted and approved, and the appropriate Marina fees described below must be paid to the BBVCC office before using the launch ramp.

5.1.3 BBVCC entry decals only authorize a vessel and its trailer for entry to BBVCC property. The entry decal does not indicate that the vessel owner has paid the appropriate launch fee or is a Marina Member. Such vessel(s) and or trailer(s) may not be launched / retrieved in the Marina until launch ramp privileges are granted by application. Proof of ownership is required to receive BBVCC entry decals which are only available for BBVCC members and house renters.

5.2 Application

Application for launch ramp privileges is made through the BBVCC office. All application and eligibility requirements contained in Section 3 must be satisfied at the time of application submittal.

5.3 Fees

The Annual Marina Usage fee is based on vessel length and includes unlimited launch ramp access. The fee is for the calendar year and cannot be pro-rated. The Resident Launch fee and Guest Launch fee cover a one-time trailerable vessel launch and retrieval within a 24-hour period. Upon providing current insurance and registration to the HM, a password will be provided to access an online payment form. Up to six (6) Guest Launch fees may be purchased within a calendar year.

5.4 Terms and Conditions

5.4.1 Launching privileges include use of the launch ramp to launch and retrieve vessels from the Marina at a frequency according to the fee paid. Vehicles with attached boat trailers may be parked for up to 72 hours in the launch parking lot area between A and B Docks. See Figure 2. If more than 72 hours parking is needed, owners should make arrangements with the HM. Launching privileges do not include Marina moorage or trailer storage.

5.4.2 Launch ramp decals will be issued upon payment of the launch fee and after proper paperwork is on file. Decals for the current year must be affixed to the

boat and trailer on the port side in a visible location for the purpose of identification. Decals from prior years must be removed. Temporary passes will be issued for one-time launch and retrieval and must be displayed hanging on the vehicle's mirror.

- 5.4.3** Guests of BBVCC members or house renters may use the launch ramp if the member pre-registers with the BBVCC office before guest entry into BBVCC. Current boat registration, trailer registration, vehicle registration and liability insurance in the guest's name are required before guest entry into BBVCC. Guest's vehicles and trailers may be parked temporarily in the launch parking area between A and B Docks. See Figure 2. Marina Members, BBVCC members and renters are responsible for the conduct of their guests and the guest's compliance with the MR&R.

6. Dry Storage

6.1 Eligibility

Marina Members, BBVCC members and house renters in good standing may store a vessel on its appropriate boat trailer in the dry storage area after payment of the annual Dry Storage fee and submittal of applicable paperwork (see Section 3). Storage stalls must not be occupied until assigned by the HM.

6.2 Storage Use Restrictions

6.2.1 Use of the storage area is restricted to recreational boats on their appropriate trailers, or empty boat trailers with current Marina dry storage decals, received upon payment of the annual Dry Storage fee and submittal of applicable paperwork. Other items placed in the storage area must be approved by the HM, or the owner will be notified and/or items removed at owner's expense.

6.2.2 A limited number of boat/trailer storage stalls are available with an electricity hookup. Power is turned on from November through March and the Boat Storage Power fee is charged on a full-month basis. Available spaces are assigned by the HM.

6.3 Small Craft Storage

6.3.1 Dry storage of Small Craft is limited to designated storage racks at Sunset Park, Sand Dollar Beach and near the Marina launch ramp. Usage of the racks is subject to HM approval of an application and the payment of an annual Small Craft Storage fee. The fee is for the entire calendar year and is not pro-rated for a portion of a year. Fee payment is due upon approval of the application. Storage space will be rented / renewed on an annual basis according to availability and on a first-come, first-served basis. If space is not available, owners / renters will be put on a waiting list. Applicants for renewal of storage space will take precedence over new storage requests.

6.3.2 Each dry storage rack allows multiple Small Craft, each of which must be identified in approved applications. Each Small Craft must be securely tied to the storage rack with appropriate UV resistant lines or straps. Owners are

responsible for locking or otherwise securing their Small Craft - BBVCC is not liable for loss or damage. Small Craft on storage racks must not infringe on neighboring storage spaces. Oversize kayaks/canoes will be considered on a case-by-case basis.

6.3.3 The HM will provide Marina decals to all registered Small Craft storage users. Decals must be affixed to locations on Small Craft readily visible in storage/moorage locations.

6.3.4 Any property found stored on or near Small Craft storage that is not approved shall be removed by the owner. Owners who have not paid the annual Small Craft storage fee, and / or have not complied with the MR&R are responsible for costs incurred by BBVCC for removal and storage of their property.

6.3.5 Any Small Craft without Marina decals, or that are stored incorrectly or are in danger of damaging neighboring Small Craft will be removed and stored at the BBV maintenance building until the owners have been notified. Small Craft found loose on the storage racks prior to or immediately after high wind events will also be removed from the immediate area to prevent additional property damage. If owners / renters do not or will not retrieve these Small Craft within a reasonable timeframe, they will be surrendered to BBVCC.

7. Human Powered Vessel Moorage

The HM may, at his/her discretion, provide moorage assignments to owners of human powered vessels in accordance with the following:

7.1 Vessel Limitations

Vessels up to 20 feet are eligible for human powered vessel moorage if the sole means of propulsion is human power, including but not limited to rowing skiffs, canoes, kayaks, and similar watercraft; or daysailers.

7.2 Moorage Locations

Human powered vessel moorage will be assigned only on Marina docks or fingers that are not used for other authorized purposes. Unless otherwise approved by the HM, there shall be no dock modifications nor costs incurred to implement this policy.

7.3 Moorage Agreements

The HM is authorized to execute moorage agreements with human-powered vessel owners assigned moorage under this policy and these agreements may contain reasonable provisions related to safety, navigation, insurance coverage and indemnification. The annual Human Powered Moorage fee is payable in advance as established in the annual fee schedule. Vessels must display Marina decals provided by the HM.

8. Fuel Dock Facility

8.1 Eligibility

Use of the Marina fuel dispenser is limited to Marina Members who have applied and paid for a Marina fuel card, and who have completed the online Marina Fuel Dock

Training program. Guests may use the fuel dock to refill their vessel's tank(s) with fuel cans, or via a Member present with a fuel card using the fuel dispenser. Marina members desiring to contract with a diesel fuel truck delivery service at the fuel dock must contact the HM for specific requirements and approval.

8.2 Fuel Card Application

The application for a Marina fuel card must be submitted to and approved by the HM. Fuel cards are subject to an annual Marina fuel card fee and a one-time setup fee. Fuel cards will be deactivated at the end of each calendar year and reactivated only after payment of the next annual fee. Fuel card applicants must register for automatic payments.

8.3 Terms and Conditions

In using the self-serve gasoline fuel pump system, the user agrees to abide by the posted operation instructions. The Marina fuel card will be deactivated upon termination of Marina Privileges. Fuel rates are set based on the current cost per gallon as delivered to the Marina plus an administrative fee.

9. Guest Moorage and Guest Dock Usage Eligibility and Limitations

9.1.1 Limited temporary moorage for guests of Marina Members, BBVCC members and house renters is available for a daily Guest Moorage fee on a first come reserved basis at the Guest Dock. A BBVCC member or renter who is in good standing and is not a current Marina Member may use the Guest Dock under the same terms as a guest. Guest vessels must not exceed fifty (50) feet hull length. Vessels must not block access to the fuel dock and pump out facilities.

9.1.2 Guest moorage power is available, and if used, power is subject to the daily Guest Dock Power fee and shore power cords must meet ABYC standards.

9.1.3 Marina Members shall not use the Guest Dock for moorage, except for brief stops to pick up and drop off passengers.

9.1.4 Maximum length of stay at the Guest Dock is up to three (3) consecutive nights (leaving by noon of the fourth day) with the maximum number of three (3) nonconsecutive stays per calendar. BBVCC members and renters who are not Marina Members are also allowed up to three (3) consecutive nights with a maximum of six (6) non-consecutive stays per calendar year.

9.1.5 The HM, under extraordinary circumstances, has the authority to assign temporary moorage to guest vessels in vacant Community Dock slips. Utility usage will not be billed to the permanent slip tenant.

9.1.6 Marina Members may not share their Community Dock slips with guests.

9.2 Registration

The Marina Member or BBVCC member must notify the HM and make a Guest Dock reservation for their guest prior to arrival. In addition, a Guest Usage application must be provided to the office and a Guest Pass must be obtained and properly displayed on the vessel during the entire duration of the length of stay. Guests must provide an insurance

certificate indicating current liability coverage of at least \$500,000. Private Dock guests must also register their vessel with the HM and provide insurance certificates.

FOR BBVCC BOARD OF DIRECTOR'S REVIEW ONLY

Appendix A Fines for Non-Compliance

| MR&R Sec. No. | Infraction | 1 st Offense | 2 nd Offense |
|---------------|---|---|---|
| 5.1 | Unauthorized use of the Launch Ramp | \$150 Fine+fees | \$300 Fine+fees |
| 6.1 | Unauthorized use of the Marina Dry Storage Yard | \$50 Fine +fees 72 hrs to remove | \$100 Fine if not removed within 72 hrs |
| 2.1.6 | Exceedance of the No Wake speed limit | Warning | \$50 Fine |
| 3.1.3 | Missing or outdated Marina decals; application fees not paid | Warning 72 hrs to correct | \$25/day Fine+fees, potential impound |
| 3.1.6 | Vessel registration not current | Warning 72 hrs to correct | \$25/day until resolved |
| 3.2 | Insurance insufficient or expired | \$200 | \$25/day until resolved |
| 2.1.9 | Pets not in control or leashed on Community Docks | Warning | \$50 Fine |
| 2.9.1 | Unauthorized alteration to docks or fingers | \$100 Fine + service charges | \$200 Fine +service charges |
| 2.9.2 | Improper storage on the docks or fingers | Warning 72 hrs to correct. | \$25/day Fine until resolved |
| 2.10.3 | Improper electrical connection/cord | Warning 72 hrs to correct. | \$25/day Fine until resolved |
| 2.1.8 | Children without life jackets while on docks or fingers | Warning | Fine |
| 2.1.5 | Failure to report vessel accident to the HM and other vessel owner | \$250 Fine | \$500 Fine/Loss of Marina Privileges for 1 year |
| 2.1.3 | Performing Hot- Work” on the Community or Guest Docks | \$100 Fine | \$200 Fine |
| 2.1.7 | Failure to give-way to outbound vessel in Marina channel | Warning | \$50 Fine |
| 2.5 | Vessel is unseaworthy, inoperable , or in poor condition | 30 days to complete work or remove vessel (If owner contacts HM to establish an acceptable timeframe, no fines will be issued) | \$25/day Fine |
| 2.2 | Discharge of oil, fuel, hazardous materials, sewage, or contaminated water into the Marina. | \$100 Fine + expenses, cleanup and disposal costs Use of soap/detergent to disperse spills may be finable by WDOE up to \$10,000 | \$200 Fine + expenses, cleanup and disposal costs |

| | | | |
|--------|--|------------|------------|
| 2.11.4 | Pressure washing at the boat/trailer washing station | \$175 Fine | \$350 Fine |
|--------|--|------------|------------|

FOR BBVCC BOARD OF DIRECTOR'S REVIEW ONLY

Appendix B Marina Rules and Regulations Change Log

| Change # | Date | Section | Subject | Replace/Add/Delete |
|----------|------------|-----------------|------------------------------------|--------------------|
| 1 | 07/19/12 | 3.1.3 | Emergency placard | Add |
| 2 | 11/15/12 | 3.3.6 | Vessel Restrictions/Dimensions | Add |
| 3 | 03/21/13 | 3.2.5/5.10 | Sub-letting | Change |
| 4 | 05/16/13 | 6 | Small Boat Moorage | Change |
| 5 | 10/21/13 | 2.3 | Access Gates | Change |
| 6 | 06/19/14 | 6.4 | Terms & Conditions | Add |
| 7 | 06/19/14 | 8.3 | Abandoned Trailers | Change |
| 8 | 04/06/15 | All | Reformat | Reformat |
| 9 | 04/06/15 | 3.1.1/3.1.2 | Title/registration regulations | Change |
| 10 | 04/06/15 | 3.3/6.2 | Title/registration regulations | Change |
| 11 | 04/06/15 | 4.10 | Slip change/new moorage | Change |
| 12 | 04/06/15 | 4.11 | Sub-assignment | Change |
| 13 | 04/06/15 | 6.4 | Small boat moorage rate | Change |
| 14 | 04/06/15 | 7.4 | Temporary trailer parking | Add |
| 15 | 04/06/15 | 7.6 | Guest launch ramp use | Add |
| 16 | 04/06/15 | 8.3 | Losing privileges | Add |
| 17 | 08/20/15 | 4.2.1 | Eligibility/One slip | Change |
| 18 | 08/20/15 | 10.3 | Vacant Lot | Change |
| 19 | 10/17/19 | Various | Revisions | Change |
| 20 | 03/19/21 | 5.5, 7.4, 8.1 | Revisions | Change |
| 21 | 06/01/21 | 4.4 | Revision | Change |
| 22 | 12/14/23 | All | Revision | Change/Reformat |
| 23 | 7/18/24 | Definition(s) F | Revision | Change |
| 24 | 11/21/2024 | Various | Revision | Change |
| 25 | 12/19/2024 | Various | Revision | Change |
| 26 | 3/19/26 | 4.3.4 | Max vessel width variance request | Add |
| 27 | mm/dd/yyyy | All | Extensive revamp (see summary doc) | Revise all |

Approved By:

(Board President)

(Board Secretary)

Date: __

Date: __

Revised MM/DD/YYYY